



Reclaimed Water Hauling Agreement

Place of Use _____
Permit No. _____
Contract Id. No. _____

This Agreement is made and entered into this _____ day of _____, 2016, by and between the City of Flagstaff Utilities Department ("City"), and _____ ("**Buyer**");

from the *Rio de Flag Water Loadout station located at 350 S. Babbitt Way* _____
and/or

the *Wildcat Hill Wastewater Treatment Plant Loadout station located at 2800 N. El Paso Road* _____

Please don't use your potable water account or potable pin number at the reclaimed water loadout stations or you will receive a call from the City inquiring on that activity. You may need to attend a special 1-hour training seminar if this happens and/or may be subject to a \$150 penalty.

WHEREAS, Buyer is a proposed reclaimed water customer of the City, and Buyer desires to purchase reclaimed water for purposes where potable water quality is not required by City, State, or Federal Regulations; and

WHEREAS, the City owns and operates a treatment and delivery system which shall be capable of delivering to Buyer reclaimed water meeting the quality standards set forth below; and

WHEREAS, an existing public reclaimed water pipeline is located adjacent to Buyer's property described below as the Place of Use, or Buyer desires to haul reclaimed water per all applicable regulations to Buyer's property described below as the Place of Use; and

WHEREAS, Buyer intends to construct, operate and maintain a private reclaimed water system on Buyer's property described below as the Place of Use.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the City hereby agrees to sell and Buyer hereby agrees to purchase reclaimed water from the City, subject to the following terms and conditions:

1. **Place of Use.** Reclaimed water delivered under this Agreement shall be stored and used only on the following described property ("the Property"), for the following described Intended Use:

Owner: _____

Contact Person: _____

Address: _____

Flagstaff **Zip:** _____ **Phone:** _____

Location of Use: _____

Intended use: *circle the appropriate use from those in the table below*

| | | |
|---|---|--|
| <i>Dust Control</i> | <i>Residential landscape irrigation</i> | <i>Restricted access landscape irrigation</i> |
| <i>Irrigation of food crops</i> | <i>Street cleaning</i> | <i>Concrete and cement mixing</i> |
| <i>Soil Compaction and similar construction activities</i> | <i>Open access landscape irrigation</i> | <i>Materials washing and sieving</i> |
| <i>Irrigation of sod farms</i> | <i>Recreational impoundments</i> | <i>Landscape impoundment</i> |
| <i>Fire protection systems</i> | <i>Spray irrigation of an orchard or vineyard</i> | <i>Commercial closed loop air conditioning systems</i> |
| <i>Drive-thru Vehicle and equipment washing(not self-service)</i> | <i>Surface irrigation of an orchard or vineyard</i> | <i>Golf course irrigation</i> |
| <i>Toilet and urinal flushing</i> | <i>Pasture for milking animals</i> | <i>Schoolground landscape irrigation</i> |
| <i>Pasture for non-dairy animals</i> | <i>Livestock watering (non-dairy animals)</i> | <i>Livestock watering (dairy animals)</i> |

Quantity applied per day: _____

Disposal plan for excess reclaimed water: _____

2. **Quality Standards.** The reclaimed water delivered to the Property shall be suitable for Buyer's Intended Use, and of a quality that is equal to or better than all applicable State and Federal standards for the Buyer's Intended Use.
3. **Point of Delivery.** The City shall deliver reclaimed water under this Agreement to the Point of Delivery, which is a location at or near the property line of the Property, or a location identified as an official self-loading station for the sole purpose of hauling reclaimed water, which shall be designated by the City for acceptance and measuring of the reclaimed water by Buyer. The Point of Delivery shall include a vault, pit, meter, valves, and other appurtenances necessary to meter reclaimed water.
4. **Commodity Rate.** The rate to be paid by Buyer for reclaimed water delivered by the City under this Agreement shall be the standard rate that is applicable to that class of water and that class of user in effect at the time, date, and place of delivery, all as set forth in Title 7 of the Flagstaff City Code. Nothing herein shall excuse Buyer from payment of service or other charges as are applicable to the time, place, or manner of service and delivery.
5. **Costs to Buyer.** Any costs arising out of the use of reclaimed water by Buyer and from the construction, maintenance, or operation of the reclaimed water delivery system on the Property shall be the sole responsibility of Buyer.

6. **Compliance with Regulations.** Buyer agrees, at its sole cost and responsibility, to comply with all applicable Federal, State and local laws, regulations and standards, as now exist, and are later lawfully enacted relating to the use of reclaimed water. Such laws, regulations, and standards may include, but not be limited to, requirements and restrictions governing use of reclaimed water; limits on reclaimed water contact with residents, guests, invitees, employees, members of the public, and adjoining properties; control of access to reclaimed water, its delivery system, and the area of storage and use; and warning signs on Buyer's reclaimed water delivery system, and in the area of on-site storage and use of reclaimed water on the Property.

Per City Code 7-03-001-0007 Malicious Damage, it shall be unlawful to permit any coupling, pipe, fitting, or tank not dedicated for potable water use to come into contact with public water facility dispensing hoses. Any person violating the provisions hereof shall be guilty of a misdemeanor and incur a penalty in the sum of one hundred-fifty dollars (\$150.00).

The applicant or the applicant's designee shall:

- Use application methods that reasonably preclude human contact with reclaimed water
- Prevent reclaimed water from standing on open access areas during normal periods of use
- Prevent reclaimed water from coming into contact with drinking fountains, water coolers, or eating areas
- Secure hose bibs discharging reclaimed water to prevent use by the public

7. **Commencement of Service.** Service shall commence on the day, of the year in which this Agreement is executed and approved as identified below. In no event shall such service begin prior to the City's inspection of Buyer's on-sight reclaimed water storage and use system in order to verify compliance with all applicable requirements for the storage and use of reclaimed water.

8. **Duration and Termination of Service.** This Agreement shall terminate December 31 of the year in which this Agreement is executed and approved as identified below. Either Party to this Agreement may terminate this Agreement before its expiration date with or without cause by giving the other Party at least thirty (30) days written notice. Any such renewal of this Agreement shall be subject to any changes in its terms and conditions deemed necessary and mutually agreed to by the Parties.

9. **Potential Disruption of Service.** Buyer hereby agrees and accepts the possibility that the City may be required to disrupt reclaimed water service to the Property due to emergency conditions, peak demands, or planned system maintenance. Buyer shall be responsible for any damage that may be caused to Buyer-owned facilities by such disruptions. In the event of any unforeseen emergency relating to the public reclaimed water delivery system, the City may terminate delivery of reclaimed water to the Property without prior notice to Buyer. Whenever the City provides Buyer with notice of an emergency, Buyer agrees to reduce or cease usage of reclaimed water service upon the

City’s request. In order to accommodate peak demand periods or planned maintenance of the public reclaimed water delivery system, the City shall provide Buyer with at least twenty-four (24) hour notice of the need to completely cease reclaimed water usage, or to reduce the volume of reclaimed water used at the Property. Upon receiving such notice, Buyer shall alter Buyer’s reclaimed water usage in accordance with the City’s request.

- 10. **Resale of Reclaimed Water.** Buyer shall not, without the express written permission of the City and the Arizona Department of Environmental Quality (“ADEQ”), deliver, use, or resell to off-site locations or to any person or legal entity, any of the reclaimed water delivered to the Property under this Agreement. Any such off-site delivery, use, or resale of reclaimed water purchased by Buyer under this Agreement shall be made pursuant to a written resale agreement. Said resale agreement shall be approved in advance and in writing by the ADEQ and by the City. Said resale agreement shall incorporate this Agreement by reference, and shall expressly obligate the resale purchaser/user of reclaimed water to all of the terms and conditions set forth and referenced herein.

- 11. **Inspection.** Buyer acknowledges and agrees that, in order to verify compliance with this Agreement and with all applicable laws and regulations, the City, State, County or other agency with jurisdiction may inspect the Property being served reclaimed water at all reasonable times.

- 12. **Successors and Assigns.** All leases, sales and other conveyances or transfers of ownership or control of the Property during the effective term of this Agreement shall be made in writing and shall be made expressly subject to this Agreement. All such conveyances or transfers of ownership or control of the Property shall expressly incorporate this Agreement by reference, and shall make all successors and assigns expressly subject hereto.

- 13. **Entire Agreement.** Unless expressly stated otherwise, this Agreement constitutes the entire Agreement between the Parties. This Agreement supercedes and cancels all prior agreements relating to this subject, whether written or oral, unless expressly stated in this Agreement.

APPROVED and EXECUTED this _____ day of _____, 2016.

ATTEST:

Buyer/User Authorized Officers or Agents

Buyer/User e-mail address

City of Flagstaff
Utilities Department Director
or Representative